

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

HATCHETS OF SAN ANTONIO, LLC, §
Plaintiff, §
§
V. § CIVIL ACTION NO. 05:20-CV-27
§
WOODY'S BACKYARD §
FRANCHISING, LLC, §
Defendant. §

COMPLAINT TO CONFIRM ARBITRATION AWARD

Plaintiff HATCHETS OF SAN ANTONIO, LLC asks the Court to confirm an arbitration award against Defendant WOODY'S BACKYARD FRANCHISING, LLC.

I. PARTIES/JURISDICTION/VENUE

1. Plaintiff HATCHETS OF SAN ANTONIO, LLC ("HOSA") is a Texas limited liability company with its principal place of business located at 758 Isom Road, San Antonio, Texas 78216.

2. Defendant WOODY'S BACKYARD FRANCHISING, LLC ("Woody's") is a New Jersey limited liability company with its principal place of business located at 22 Meridian Rd, Unit 5, Eatontown, New Jersey 07724.

3. This Court has subject matter jurisdiction under 28 U.S.C. §1332(a)(1) based upon the diversity of citizenship of the parties because the parties are citizens of different States and the matter in controversy exceeds the sum or value of \$75,000 exclusive of interest and costs.

4. Venue is proper in this Court under 28 U.S.C. §1391(b)(2) or (3).

II. INTRODUCTION

5. Defendant Woody's is the franchisor for "Stumpy's Hatchet House", an entertainment venue featuring axe throwing. Plaintiff HOSA is a franchisee with a franchised location in San Antonio, Texas. HOSA and Woody's submitted a dispute to binding arbitration before the American Arbitration Association pursuant to their arbitration agreement filed as Exhibit "A" to this Motion. On December 19, 2019, the arbitrator issued a Final Award in favor of HOSA, awarding the following:

- a. actual damages in the amount of \$400,000.00;
- b. attorney's fees and costs in the amount of \$230,283.35; and
- c. amounts previously paid to the American Arbitration Association by HOSA in the amount of \$25,127.70.

A copy of the Final Award is filed as Exhibit "B" to this Motion.

6. HOSA files this Complaint to confirm the arbitration award.

III. ARGUMENT

7. A motion to confirm a domestic arbitration award may be filed within one year after the award is made. 9 U.S.C. §9. This Complaint is timely because the award was issued on December 19, 2019.

8. An arbitration award must be confirmed when the parties have provided in the arbitration agreement that a judgment will be entered on the arbitration award. 9 U.S.C. §9. In this case, the parties entered into an arbitration agreement contained in Article 17 of their Franchise Agreement. Article 17.1(a) provides: "Judgment on the award entered by the arbitrator may be entered in any

court having jurisdiction." Therefore, this Court should enter a judgment confirming the arbitration award.

9. There are no grounds for modifying, correcting, or vacating the award in this case, and the arbitrator's decision and award is correct. *See* 9 U.S.C. §9.

10. Because this Complaint, proposed order, and proper attachments have been filed and because there are no grounds for modifying, correcting, or vacating the award, the Court must confirm the arbitration award in this case. 9 U.S.C. §§ 9, 13.

IV. CONCLUSION

11. For these reasons, HOSA asks the Court to confirm the arbitration award and enter judgment in accordance with the award.

Respectfully submitted,

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& GARZA INCORPORATED**
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